

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 2657280		PAGE 1 OF 26	
2. CONTRACT NO. DE-AC75-06SW57280		3. AWARD/EFFECTIVE DATE See Block 31C.		4. ORDER NUMBER		5. SOLICITATION NUMBER DE-RQ75-06SW57280	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Sean Long		b. TELEPHONE NUMBER (No collect calls) 918-595-6740		6. SOLICITATION ISSUE DATE 12/19/2005	
9. ISSUED BY  U.S. Department of Energy Southwestern Power Administration One West Third Street Tulsa, Oklahoma 74103-3519				10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS NAICS: 333924 SIZE STANDARD: 750 employees <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO DOE, SWPA, RR 3 Highway 10, Box 728 Gore, OK 74435-9802				16. ADMINISTERED BY Same as Block 9			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. Department of Energy Southwestern Power Administration (S3611) One West Third Street Tulsa, Oklahoma 74103-3519			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	DIGGER TRUCK Vehicle, self-contained, mechanical drive, earth-boring machine to be mounted on an IH Mode 7400 (6x6) Chassis, Digger Truck in accordance with the specification in Section D.			001	EA		
002	Vehicle trade-in allowance for 1988 Autocar with Texoma Model 330 pressure digger.			001	EA		
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA 231009.NR5.SWPA.820.82000.99.3104.251000000000.FY04.ESOO.BN2898						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>your</u> OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				CRIS VAN HORN, CONTRACING OFFICER			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Delivery Date 07/01/2006.</p> <p>Deliveries accepted MONDAY through THURSDAY FROM 8:00 am TO 4:30 pm.</p> <p>SECTION C. Contract Clauses SECTION D. Contract documents, Exhibits or Attachments. SECTION E. Solicitation Provisions</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT ( <i>Location</i> )
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

## SECTION C. CONTRACT CLAUSES

(Clauses incorporated by reference unless full text is provided. Full text of clause may obtained at  
<http://farsite.hill.af.mil/VFFARa.htm>)

**C.1 FAR 52.212-4 -- CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS.  
 (OCT. 2003)**

**C.2 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
 STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JUL 2005)**

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer shall check as appropriate.]*

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (Mar 1999) of 52.219-5.

\_\_\_ (iii) Alternate II (June 2003) of 52.219-5.

☒ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

\_\_\_ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

☒ (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

☒ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

☒ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☒ (23) 52.225-1, Buy American Act—Supplies (June 2003)(41 U.S.C. 10a-10d).

☒ (24) (i) 52.225-3, Buy American Act —Free Trade Agreements —Israeli Trade Act (Jan 2005)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

~~X~~ (25) 52.225-5, Trade Agreements (Jan 2005)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

~~X~~ (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

~~X~~ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)(41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

## SECTION D. SPECIFICATIONS

Truck and Digger Unit, Vehicle Specification, line item 001 in block 19.

Specifications for (1) One New Texoma Model 330-15 or equal, self-contained, mechanical drive, earth-boring machine, to be mounted on an IH Model 7400 (6x6) chassis.

### **D.01 EARTH BORING MACHINE**

This earth boring machine (auger) is to be an engine driven, hydraulic operated machine. The mainframe, outrigger mounts, and rotating base shall be of welded mild steel construction. The auger shall be capable of meeting industry stability standards and requirements when mounted on a tandem rear axle commercially available chassis.

The completed unit is intended to be highly mobile, high capacity unit with minimum amount of set-up time required. The machine must be road-worthy in the following states without special permit or tear down for weights reduction. Arkansas, Missouri, and Oklahoma.

### **D.02 DIMENSIONAL REQUIREMENTS**

The auger shall have an overall stowed height of not more than 13 feet 6 inches above the road surface, and an overall length of less than 34 feet. It shall not exceed 102 inches in width while in the transport position. The unit shall be constructed such that truck frame reinforcing is not required when mounted on the above-mentioned chassis.

### **D.03 CAPACITY**

Maximum hole diameter of 72 inches and digging depth of 15 feet.

### **D.04 MAIN FRAME AND SUB FRAME**

The frame assemblies shall be the standard production model's, designed and engineered for the specified earth-auguring machine. Sub frame is a welded structure composed of two 6 inch wide flange I- beam and 5 inch wide cross members 36,000 PSI steel and provides for a 40:1 speed reducer rotation motor providing 28,000 ft. lbs. of rotation torque at 2 rpm. Mainframe is fabricated of three 8 inch wide flange I- beam 36,000 PSI steel. Mainframe moves on low friction replaceable wear pads. Base frame is covered with 1/8 inch diamond steel plate.

### **D.05 ROTATION BASE AND DECK (FOR 120 INCHES CAB TO AXLE)**

Turntable base and deck shall be constructed of 88 inch diameter rolled wide flange I- beam frame ring complete with 3/8 inch thick T-1 (100,000 psi) steel overlay circle with 120 series chain. Unit shall rotate on 4 hardened steel rollers.

### **D.06 FRAME TRAVEL**

Shall have two (2) frame travel cylinders; dimensions to be 3 ¾ inches ID bore, 2 inches OD rod. Shall have 36 inches fore and aft travel.

### **D.07 BOOM SUPPORT**

Shall be hydraulic and offset mounted constructed of 7 inch square, ¼ inch thick 36,000 psi structural tubing providing support for digger feed ram during material handling.



**D.08 KELLY BAR**

Shall be a 3 inch solid square round corner bar constructed of 145,000-psi tensile-125,000 psi yield, and minimum high carbon moly heat-treated 4140 tool steel. The Kelly bar is housed in the feed ram rotating on tapered bearing piston receiving torque through the final drive carrier. 1 1/8 inch auger pin.

**D.08 FEED RAM PERFORMANCE**

Shall have a minimum of 25,700 lbs of down pressure at a speed of 215 fpm and a hoist force of 12,600 lbs at 212 fpm. Shall be constructed of 4 3/4 inch ID bore x 3 inch square rod cylinder.

**D.09 ELEVATING CYLINDER**

Shall be a 4 3/4 inch ID bore x 2 1/2 inch OD rod cylinder complete with a load control valve. Cylinder provides for a minimum of 15 degree over.

**D.10 LEVELING CYLINDER**

Shall have a 7 inch ID bore x 2 1/2 inch OD rod cylinder with double acting pilot operated check valves. Side leveling cylinder provides 35 degrees left and 35 degrees right.

**D.11 ENGINE**

Shall be a John Deere Model 6068T (135 hp) 6-cylinder diesel complete with radiator, battery, exhaust and starter. The engine shall be enclosed with removable panels for access. Instrumentation shall include: hour meter, amp meter, oil pressure gauge, temperature gauge and tachometer. Equipped with a 50-gallon fuel tank and 12VDC electric system.

**D.12 TRANSMISSION AND TORQUE CONVERTER**

Shall have a Power shift transmission, 3 speeds forward and 3 reverse gears with torque converter providing torque to the final drive.

No lock out of any of the gears.

Shall have a shear pin kit installed in the driveline for added protection of drive train gear.  
(5) Extra shear pins to be provided.

**D.13 RIGHT ANGLE AND FINAL DRIVE**

Shall have heavy-duty spiral gears with a ring and pinion in the final drive and in the right angle drive. The final drive shall provide the following speeds and torque's:

<u>Gear</u>	<u>RPM</u>	<u>Stall Torque</u>
1 <sup>st</sup>	32	58,828 ft-lbs
2 <sup>nd</sup>	83	21,325 ft-lbs
3 <sup>rd</sup>	238	7,353 ft-lbs

**D.14 HYDRAULIC SYSTEMS**

(1) tandem gear pump shall be provided with capacity to operate three functions simultaneously. Pump capacity to be 100gpm. 1450-psi system pressure.

**Hydraulic reservoir all-steel 95 gallon capacity to include sight /temperature gauge, breather, 10 micron return line filter, suction strainer, clean out access, filler cap and clean out cover.**

**D.15 OPERATOR'S STATION**

- a. The station shall be designed with an adjustable padded 4-way seat.
- b. The station shall be positioned so that the operator has visibility of the work site and digging operations at all times.
- c. The engine instrumentation and controls shall be mounted within convenient reach of the operator while seated and operating the machine.
- d. The digger shall be equipped with a ladder to access the operator's seat and shall have the provision to stow within the 108 inch width of the truck bed.
- e. Access to the operators control station shall be located on the street side of the machine and shall include a grab handle.
- f. Each control shall be clearly identified, to indicate the motion and direction control.
- g. Arrangement of the controls shall be the SAE recommended orientation, and shall be such as to provide proper coordination of hand and foot movements as required.
- h. All controls shall be spring center to the neutral position when released by the operator.
- i. Control linkages are to be direct acting.
- j. Control handle spacing shall allow sufficient space for protective hand wear.
- k. Controls for the digger shall include: engine controls, engine shutdown switch, starter, foot throttle, transmission shift lever, power leveling, outriggers, turntable, pole alignment, polesetter extension, pole claws, tool circuit, winch, frame travel, elevating cylinder, leveling cylinder, and auger.
- l. Two leveling bubbles shall also be installed on the unit.
- m. One bubble should be placed near the rear of the unit on the horizontal axis in order to level from side to side.
- n. The second bubble should be placed on the Kelly mast and determine level above the vertical axis.
- o. The bubbles shall be weatherproof, and visible to the operator when seated at the operator's station.

**D.16 OUTRIGGERS**

(1) set of rear A-frame outriggers and (1) set of front A-frame outriggers shall be provided with 3 ¾ inch ID x 2 inch OD rod cylinders with 8 inch x 12 inch swivel footpads. Outriggers to allow for 120 inch spread with approx 6 inches of penetration. Outriggers to have approx 12 inches to 15 inches of ground clearance when retracted. Cylinders have double pilot operated check valves. The outriggers shall be hydraulically controlled. Outriggers be located directly behind and ahead of rear tires.

**D.17 POLESETTER WITH WINCH**

A 6-foot hydraulic boom extension with hydraulic pole claws are required. Sheave height shall be at a minimum 27 feet (retracted) and 33 feet (extended).

The winch shall be hydraulically driven. The winch shall have a minimum 5,000 lb full drum (10,000 bare drum) line pull rating and include 125 foot of 8x19, extra-improved plow ½ inch steel wire rope with swivel shackle (pressed eye fitting), snap hook and retainer for use during storage of wire rope. A hydraulic tool circuit is required at the rear of the turntable equipped with quick couplers.

**D.18 MISCELLANEOUS**

- a. Drop pocket built into bed curbside ahead of rear tires.
- b. Steel tool box mounted under bed streetside ahead of rear tires. Size approximately 18 inches x 18 inches x 30 inches. Shall have a hinged lockable door.
- c. Headache rack shall have (2) two 2 7/8 inch OD vertical tubes with 3 1/2 inch OD horizontal tubes welded to the deck.
- d. One (1) set of rear mud flaps, spray resistant.
- e. Tunnel storage shall be 30 inches wide x 6 inches high x 10 feet long underneath unit between the deck runners.
- f. Mounting: Shall be mounted onto chassis frame by 4 tie bolts or welded plates bolted to truck frame minimum of 4 places each side.
- g. DOT lights and reflectors, all wiring to be housed in plastic loom.
- h. Fold down access ladder.

**D.19 TRANSFER OF CURRENT EQUIPMENT ONTO NEW VEHICLE.**

Contractor will pick-up SWPA vehicle and perform the following equipment transfer work while constructing the new vehicle:

- a. Transfer SWPA winches from trade-in machine over to new machine.
- b. Remove bumper winch and install onto new chassis.
- c. Remove bed winch and install recessed into deck on new chassis behind cab.
- d. Provide new morse cable controls for both of the winches and Hi/Low speed for the bed winch.
- e. Provide new air lines for air shift free spool for both winches.
- f. Transfer oil tank from frame of trade in machine and mount above bed winch on new machine.
- g. Transfer rear roller from trade in machine over to new machine.
- h. Change oil and filter.
- i. Provide new power-take-off.

**D.20 TESTING**

The equipment shall be tested in accordance with ANSI A92.2 for Load, Structural, and Stability.

**D.21 OPERATION TRAINING**

At the time of delivery to Southwestern Power Administration the contractor's representative shall provide training and instructions in the proper operation and maintenance of the equipment.

**D.22 WARRANTY**

Shall be for a period of not less than one year after final acceptance from Southwestern Power Administration.

**D.23 MANUALS**

- (1) One set of owner/operator, parts and service.

**D.24 PAINT**

White with black base and outriggers.

**D.25 CHASSIS:**

One New International Model 7400 (6x6), or equal.

54,000 GVWR rated.

Geared speed to be able to road at least 65mph.

Wheel base of approximately 199 inches, cab to axle 124 inches with 79 inches after frame.

Diesel engine DT466 high torque, 300hp, 860 lb-ft torque @ 1400 RPM, including air cleaner restriction gauge, cold starting intake manifold electric grid heater, cruise control, key operated engine shutdown.

Transmission shall be a Fuller FR-9210B 10 speed manual, with air shift.

Heavy Duty Clutch for manual transmission operation.

Front driving axle, Meritor MX-14-120, 14,000 lb capacity.

Tandem rear axle, Meritor RT-40-145, 40,000 lb capacity with driver controlled main locking differential. Gear ratio: 4.33.

Cab, steel conventional including (2) arm rests, (2) interior grab handles, (2) steps per door, tinted glass all windows.

Front tires, (2) 12R22.5 Goodyear G244 MSD 16-ply.

Rear tires, (8) 12R22.5 Goodyear G244 MSD 16-ply.

Front suspension, parabolic taper leaf, 14,000 lb capacity with shock absorbers.

Rear suspension, walking beam type, Hendrickson HN-402-52, 40,000 lb capacity with shock absorbers, and Code # 14WAL rear-axle identity.

Frame rails heated treated alloy steel, 120,000 PSI yield.

Frame Reinforcement, outer "C" channel heat-treated alloy steel, 110,000 PSI yield.

Front tow loop.

Front bumper steel, swept back.

Frame extension integral, 20 inches in front of grille.

Air brake system (ABS) includes rear dust shields, heated air dryer, 13.2 cfm air compressor.

Tilting steering column.

Power steering gear, (Sheppard M-110).

Steering wheel 2-spoke, 18 inch diameter, black.

Vertical exhaust, under cab mounted right side.

12-Volt electrical system includes self-canceling turn signals, electric horn, daytime running lights, and intermittent windshield wipers.

Cigar lighter, second electric horn, power source receptacle.

130-amp alternator.

Body Builder Wiring.

(2) 12-volt batteries, 1850 CCA total.

AM/FM radio.

2-Way radio wiring effects.

Air horn, black, single trumpet, air solenoid operated, mounted behind bumper on right rail.

Headlights, long life halogen for two light systems, include daytime running lights.

Leece-Neville starting motor.

Circuit breakers.

Fender extensions.

Chrome stationary grille.

Bug screen mounted behind grille.

Fiberglass tilting front end.

PT-1 single color Winter White # 9219, Base coat/clear coat.

Engine block heater 120 volt/1250 watt with receptacle type mounted below driver's door.

Horton Drive master two speed fan drive.

Radiator, 940 square inch with aluminum core and 1025 square inch charge air cooler, anti-freeze to -40F, premium rubber hoses.

Air cleaner dual element, with integral shutoff valve and in cab control.

Throttle, hand control engine speed control, electronic.

Electronic cruise control

Engine control remote mounted provision for body builders.

Expanded engine temp effects, heavy duty charge air cooler.

Transfer case, (Meritor T-4213 2), 2 speeds, 13,000 lb-ft capacity, with electric over air control.

Fleet guard fuel/water separator heated.

70 gallon steel fuel tank mounted under cab left side.

Gauge cluster with English electric speedometer, trip miles, engine hours, trip hours, warning system, gauges engine oil pressure, water temp, fuel, tachometer, voltmeter, and washer fluid level.

Air cleaner restriction gauge (Filter-Minder).

Driver seat National 2000 air suspension, high back.

Two-Man passenger seat, fixed back with under seat storage compartment.

Mirrors (2) West coast style with convex both side, all heated heads with remote controls.

Arm rest right, driver side.

Instrument panel center section, flat panel.

Air conditioning with integral heater & defroster.

Storage pocket, door molded plastic, smoke gray, full width, mounted on passenger door.

Fresh air filter attached to air intake cover on cowl tray in front of windshield under hood.

Cab interior trim deluxe including overhead console, nets and CB radio pocket, "A" pillar cover, headliner printed cloth, instrument panel trim of molded plastic with black center section, hidden cup holder and ash tray pull-out, dome light, (2) sun visors, storage pocket in drivers door, cab interior trim panels of molded plastic, and door trim panels of molded plastic.

Cab rear suspension air bag type.

Wheels front disc, 22.5 inches x 8.25 inches painted steel, 10-stud hub piloted with front oil lubricated wheel bearings.

Wheels rear dual disc, 22.5 inches x 8.25 inches painted steel, 10- stud hub piloted with oil lubricated wheel bearings.

Warranty, 12 month/unlimited mileage, includes Diamond Emergency Breakdown Service, with 90 day towing.

(2) Operators manual, Spare tire and rim, 12 ton jack, 4 way lug, Reflector kit, Fire ext.

**Southwestern is trading in the following vehicle:**

(1) One 1988 Autocar with Texoma Model 330 pressure digger.

**VIN Number: 4V2SGBME7JU501447**

**Mileage: 28,716**







## SECTION E. SOLICITATION PROVISIONS

(Clauses incorporated by reference unless full text is provided. Full text of clause may be obtained at  
<http://farsite.hill.af.mil/VFFARa.htm>)

### E.1 FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS. (JAN 2005)

### E.2 FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS. (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

**1. Technical capability of the item offered to meet the Government requirements.**

**2. Price**

**3. Past Performance**

Technical and past performance, when combined, are NA  
*[Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.]*

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

### E.3 FAR 52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS. (JAN 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

## (1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) *Taxpayer Identification Number (TIN)*.

\* TIN: \_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization.*

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt);

\* Corporate entity (tax-exempt);

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

(5) *Common parent.*

\* Offeror is not owned or controlled by a common parent:

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \* is, \* is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \* is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—

*Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It \* is, \* is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \*has, \* has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It \* is, \* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \* is, \* not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246 --*

(1) *Previous contracts and compliance.* The offeror represents that --

(i) It \* has, \* has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \* has, \* has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) \* Are, \* are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) \* Have, \* have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation



of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) \* Are, \* are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this

*solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(End of Provision)

*Alternate I (Apr 2002).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Oct 2000).* As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address \_\_\_ is, \_\_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of Provision)